



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 1, 2016

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ANNETTE OPALCZYNSKI
PURCHASING SERVICES COORDINATOR
302-255-9295

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS16760- INFEC_WASTE
INFECTIOUS WASTE PICK-UP AND DISPOSAL

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	2
5. DELIVERY AND PICKUP:	2
6. PRICING:	3



KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904 (l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this contract.

2. CONTRACT PERIOD:

[\(Return to Table of Contents\)](#)

The contractor's contract shall be valid for a two (2) year period from April 1, 2016 through March 31, 2018. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

[\(Return to Table of Contents\)](#)

Biomedical Waste Services, Inc
7833 Golden Pine Circle
Severn, MD 21144
Contact: Trey Krell
tkrell@bwaste.com
Telephone# : 410-437-6590 ext. 5
Fax#: 410-437-6595
Vendor's FSF#: 0000132196

4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

F.O.B. destination.

5. DELIVERY AND PICKUP:

[\(Return to Table of Contents\)](#)

To be advised

6. PRICING:

[\(Return to Table of Contents\)](#)

Prices will remain firm for the initial contract term.
(Please reference Appendix B-Awarded Pricing)

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS:

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16760-INFEC_WASE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS:

This contract is issued to cover the Personal Care Products requirements for all covered State agencies.

13. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about

the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

17. DUTIES OF THE CONTRACTOR:

- 1. The contractor must provide all labor, materials, supplies, and equipment necessary for the proper handling, loading, transportation, treatment and disposal of sharps and other infectious waste per the agreed upon schedule at the designated pick-up area locations.
- 2. A manifest, approved by the Delaware Department of Natural Resources and Environmental Control, shall be provided to each location when the contractor picks up medical wastes.
- 3. The contractor shall submit a signed certificate of destruction of the medical waste destroyed in accordance with EPA regulations.

A) Collection Schedule and Response Time

- All pick-up service must be made during regular business hours, between 8:00 A.M. and 4:30 P.M. Monday through Friday. For "on-call" customers, service must be provided within 72 hours of notification by the facility and occur during regular business hours.
- When the facility notifies the contractor regarding any development that affects the

scope or timing of the contractor's services, the contractor has 2 hours to respond to the facility

Award Notice

Contract No.: GSS16760-INFEC_WASTE

- If an on-site response is required by the contractor, the contractor must respond within 48 hours of the facility's request.
- The frequency of collection will be a maximum of once a week. The quantities and frequency of collection will depend on individual facility needs. The State reserves the right to add or delete any agency facility and change the frequency of pick-up at any facility, especially during times of reorganization, restructure or fiscal obligations.
- The contractor will not charge a service fee if the facility does not have a sufficient amount of waste to be collected during their scheduled visit.

B) Supply Requirements

- The contractor shall maintain adequate supplies and deliver new and replacement containers, sharps containers, red biohazard bag inserts, bio-hazard stickers, packaging tape and contractor labels for on-site use. Labels with the contractor name, address, and phone number along with representative name shall be provided on all containers. The purpose is for easy contact when needed. Red biohazard bag inserts shall be puncture resistant and leak proof.

C) Training Requirements

- The contractor shall provide training documentation/literature on infectious waste acceptance and segregation, if requested by the Agency. Agency requests shall be reasonable with regards to quantity. The contractor will provide the training documentation / literature at no charge to the State.

D) Billing Requirements

- The contractor shall assign unique account numbers to each facility for invoice tracking.
- Invoices shall be sent to the "Bill To" address as designated on each purchase order. Invoices must contain the site #, date, manifest/order number, quantity, description, weight, price of each container and any additional information as requested by the Agency. Signed certificate of destruction as proof of disposal from an EPA approved disposal location must accompany the invoice.

18. DUTIES OF PARTICIPATING FACILITIES

- It shall be the duty of each facility to see that used sharps and bio-medical waste are safely and properly packaged, labeled and taken to the designated pick-up area.

Award Notice

Contract No.: GSS16760-INFEC_WASTE

- All used sharp containers and infectious waste shall be packaged and labeled in accordance with current Federal, State of Delaware and Local guidelines and regulations. The purpose for following these guidelines is to prepare the infectious waste to be transported to an EPA approved disposal site, for proper destruction, even when that transport is wholly within the boundaries of the State.
- Any Infectious Prevention Nurse or Department designated person responsible for infectious waste shall give prompt written notice to the vendor whenever the agency observes or otherwise becomes aware of any development that affects the scope or timing of the vendor's services.